



REDACTED





Introduction

NEC3 Professional Services Contract – Option G

This Delivery Agreement incorporates the NEC 3rd edition Professional Services Contract April 2013 (the **NEC3 Professional Services Contract**).

Any subsequent amendments to the NEC3 Professional Services Contract shall apply to this Model Delivery Agreement, if agreed in writing by Scape and the Partner, but shall only be incorporated into Delivery Agreements executed after such amendments are published and their inclusion has been agreed accordingly with Scape.

The following rules apply to the incorporation of clauses into a Delivery Agreement:

- a) The contract clauses are varied by the incorporation of option clauses, or a Z clause.
- b) The option clauses defined as '**Shall apply**' in the table below will be incorporated unless otherwise agreed by the Client and Scape
- c) The option clauses defined as '**May apply**' in the table below may apply, subject to agreement by the Client.
- d) The Z clauses set out below shall be incorporated unless otherwise agreed in writing by the Client and Scape
- e) The Client has sole discretion to the choice of Contract Option and Secondary options as noted above
- f) The Client shall act as the *Employer* in this contract
- g) The 'Client Proposed Appointment Charge' from the Framework Commercial Model is shown as the 'Employer Proposed Appointment Charge' in this agreement
- h) The *task schedule* must include the appropriate components of the Framework Commercial Model uplifted in accordance with the Framework Agreement, e.g. using the Uplift Percentage appropriate to the forecast value of the Delivery Agreement
- i) staff rates must include the appropriate rates for the Service drawn from the Framework Commercial Model and uplifted in accordance with the Framework Agreement e.g. for regional adjustment factor appropriate to the location of services delivered under the Contract and the Uplift Percentage appropriate to the forecast value of the Delivery Agreement Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated 5th January 2021 made between Scape Procure Limited and Mace Limited (the 'Framework Agreement') and incorporates those provisions of the Model Delivery Agreement set out in the Framework Agreement.

When using this Delivery Agreement, the Partner and Client (as stated in the Framework Agreement) are the parties named as 'Consultant' and 'Employer' respectively. **IT IS AGREED** as follows:

1. The Consultant's Obligations

The *Consultant* provides the services and complies with his obligations, acting as the *Consultant* in accordance with the *conditions of contract* set out in the Contract Data herein.

2. The *Employer's* Obligations

The *Employer* pays the amount of money and complies with its obligations in accordance with the conditions.





MAIN OPTION CLAUSES THAT SHALL APPLY:

Option Option Title

G Priced Contract with Activity Schedule

SECONDARY OPTION CLAUSES AND ADDITIONAL OPTIONS:

Clause	Option Title	Applicable?
Resolving	and Avoiding Disputes	
W2	Dispute resolution procedure	Shall apply
Secondary	Options	
X2	Changes in the law	
X9	Transfer of rights	Shall apply
X11	Termination by the <i>Employer</i>	ΟΠΑΙΙ ΑΡΡΙΥ
X18	Limitation of liability	
X1	Price adjustment for inflation	Applies if checked
X4	Parent Company Guarantee	Applies if checked
X5	Sectional Completion	Applies if checked
X7	Delay damages	Applies if checked
X8	Collateral warranty agreements	Applies if checked
X10	Employer's Agent	Applies if checked
X12	Partnering	Applies if checked
X20	Key Performance Indicators (not used with Option X12)	Applies if checked
X21	Information Modelling	Applies if checked
Additiona	l Options	
13.9	Electronic Communications	Applies if checked
Option Y		
Y(UK)1	Project Bank Accounts	Applies if checked
Y(UK)2	The Housing Grants, Construction and Regeneration Act 1996	Shall apply
Y(UK)3	The Contracts (Rights of Third Parties) Act 1999	Trail apply
Z	Additional conditions of contract	Shall apply





Contract Data and Service Information

Information provided by the Parties

The following details the Contract Data and associated Scope / Service information which is provided by the parties for this Delivery Agreement and Appended for execution.

Completion of the data in full is essential to create a complete contract.

The Main Contract Data must be completed and uploaded using ONLY the standard template provided by SCAPE.

Main Contract Data:

General Project Information,

Clauses Applicable to Main Options and Secondary options where applicable,

Data Pertaining to Optional (X) Clauses,

Y Clauses and Z Clauses where applicable.

Contract Data Provided by the Client:

Contract Data Provided by the Consultant:



Additional Contract Data provided by the parties.

One or more files may be attached in each section of the table below.

Please itemise and upload in the order you wish documents to be appended.

Ref	Item Description	Attach
	DWP ACS - Surveying Mace Rev 3 Proposal	
	DWP Model	
	DWP Output & Assumptions	

Continues





Contract Data and Service Information

Additional Contract Data provided by the parties.

One or more files may be attached in each section of the table below.

Please itemise and upload in the order you wish documents to be appended.

Ref	Item Description	Attach
	Organisational Chart 2022 11 04	
	DWP Client Brief Asset Condition Surveys and Demand Plan Modelling Services	
	DWP Security Policy	





Executed as a Deed

The Common Seal of / On behalf of	
Department for Work and Pensions) was hereunto affixed in the presence of / by:) REDACTED
	Senior Category Manager
	REDACTED
	Full name (BLOCK CAPITALS)
	Commercial Lead Position/title
	REDACTED
	Client Witness/Signatory
	REDACTED
	Full name (BLOCK CAPITALS)
Position/title REDACTED	
on behalf of)
Executed as a Deed	Director
by Mace Limited	- REDACTED
	Full name (BLOCK CAPITALS)
	Position/title
	Company Secretary
	Full name (BLOCK CAPITALS)
	Position/title





CONTRACT DATA FORM

Guidance: This form has been developed for use exclusively for Delivery Agreements executed using the Scape DocuSign electronic contract solution. The form is a mandatory component of the Delivery Agreement and a continuation of the Contract Data captured in the DocuSign component.

This form must be completed and uploaded at the appropriate place within the Delivery Agreement DocuSign form before execution.

If there is scope, site or service information or other documents to be appended as part of the Contract Data provided by the parties, they should be appended in the relevant order to the main DocuSign Delivery Agreement form.

PART 1A: CONTRACT DATA PROVIDED BY THE EMPLOYER

Completion of the data in full is essential to create a complete contract.

The following details the Contract Data which will be provided by the *Employer* for each Delivery Agreement.

Certain defined terms and information in the Contract Data will be common to all Delivery Agreements, other information included in the Contract Data will be specific to individual Projects.

When using this Delivery Agreement, the Partner (as stated in the Framework Agreement) is the party named as 'Consultant'.

Contract data defining the following items should be documented in the main DocuSign Delivery Agreement form:

The selection of the Main Option Clauses, the selection of the Secondary and Additional Option Clauses.

1. General

The Employer is:





Name	Department for Work and Pensions
Address	Finance Group 1 Hartshead Square Sheffield S1 2FP
Telephone	+44 300 076 6162
E-mail address	REDACTED
The Adjudicator is:	
Name	to be nominated by the Royal Institution of Chartered Surveyors
Address for communications	to be nominated by the Royal Institution of Chartered Surveyors
Telephone	to be nominated by the Royal Institution of Chartered Surveyors
Тоюрноно	to be nominated by the Royal institution of Chartered Surveyors
E-mail address	to be nominated by the Royal Institution of Chartered Surveyors
The services are:	
	Department for Work and Pensions have requested that Mace provide consultancy for commison of Real Estate Advisory Services & UK Wide Asset Condition Surveys. This contract is delivery of the activities detailed within the attached Mace proposal "DWP Asset Condition Surveys and LCW Demand Plan Modelling- Surveying Mace Rev 3 Proposal"
The Coope is in:	
The Scope is in:	Detailed within the attached proposal "DWP Asset Condition Surveys and LCW Demand Plan Modelling- Surveying Mace Rev 3 Proposal"





The <i>language</i> of this contract is		English	
The <i>law</i> of this co is I	ntract aw of	England and Wales	
The period for reply is	s except	2 weeks that	
Thomas	wied few	restantian is 12 years fallowing Completion or an	dian tanggination (C if
	erioa tor	retention is 12 years following Completion or ear	Tiler termination. (6 if
underhand)			
The Adjudica		the Royal Institution of Chartered Surveyors	
nominating bod	y is		
The tribuna	al is	the Courts	
The following matters	s will he	included in the Risk Register:	
		<u>-</u>	
	-	Covid-19 protocol or other government restrictions	s imposed by the UK
Government in respo	nse to a	an epidemic or pandemic	
Optional clause 13.9	Electro	onic communication do	es apply
2 The Parties'	Main F	Responsibilities	
The <i>Employer</i> provides		to the following persons, places and things	anne dete
(1)	access		access date
(1)		ople systems, sites and reports as detailed in the rders [as per proposal]	Click or tap to enter a date.
(2)		or tap here to enter text.	Click or tap to enter a
(0)	Olloit	st tap here to office toxi.	date.
(3)	Click o	or tap here to enter text.	Click or tap to enter a
			date.
3. Time			
			Monthly

The Consultant submits revised programmes at intervals no

The starting date is

longer than

12/12/2022





4. Quality				
	The period after the Copolicy statement and o			2 weeks
		. ,, , , ,		are provided is
	The period between the service and the defect	•	f the whole of the	0 weeks
5. Payment				
	The assessment interv	<i>/al</i> is		monthly
	The currency of the co	ontract is the		pound sterling
	The interest rate is	3		% per annum above the
in force	base	rate	from time to time of the	Bank of England

6. Indemnity, insurance and liability

The amounts of insurance and the periods for which the Consultant maintains insurance are

EVENT	COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICES OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use skill and care required by this contract	REDACTED in respect of each and every claim or series of claims arising out of the same original cause or source (or equivalent), without limit to the number of claims, save that there may be lower and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover is the norm	12 years (6 years if executed underhand)
death or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	REDACTED in respect of each claim, without limit to the number of claims	12 years (6 years if executed underhand)
death or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by law and REDACTED in respect of each claim, without limit to the number of claims	12 years (6 years if executed underhand)

The *Employer* provides the following insurances:

Insurance for all existing buildings and property existing within the Site or at the sole discretion of the Employer he may elect to 'self-insure' such existing buildings and property and in doing so accepts all of the Employer's associated risks arising out of or in relation to such 'self-insurance'. In accordance with an





Employer's decision to 'self-insure' they do not accept any additional insurance premium/cost from the Consultant. The Consultant is to assume the Employer insures or "self-insures" as set out above and if this is not the case the Consultant will have the opportunity to price for providing these insurances \square Click or tap here to enter text.

Click or tap here to enter text. Click or tap here to enter text.

The Consultant's total liability to the Employer for all matters arising under or in connection with this contract, other that the excluded matters is limited to:

REDACTED in the aggregate

Optional statements (The following optional clauses apply)

If the Employer The completion date for the whole of the services is 31/07/2023

has decided the completion date for the whole of the services

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the Consultant is to submit a first programme for acceptance is 4 weeks

If the *Employer* has identified work which is to meet a stated condition by a key date

The key dates and conditions to be met are

key date condition to be met

date.

(1)

(2)	Please refer to "DWP Asset Col and LCW Demand Plan Modelli Mace Rev 3 Proposal" and relevented when issued
(3)	Click or tap here to enter text.

Click or tap to enter a date.

Click or tap here to enter text. (4)

Click or tap to enter a date.

Click or tap to enter a

Click or tap here to enter text. (5)

The period for payment is 14 days

Click or tap to enter a date.

Click or tap here to enter text.

Click or tap to enter a date.

If Option Y(UK)2

is used

and

the

final

date

for

pay ment

is

not

fourt

een

days





after the date on whic h pay ment

is due

If the The expenses

Empl stated by the

oyer Employer are Item

state

s any expe nses

ses Amount

Please refer to Proposal submis

Click or tap here to enter text.

If Option G is used

The *Consultant* prepares forecasts of the total Time Charge *expenses* at intervals no longer than

4 weeks and

The exchange rates are those published in

on

Click or tap here to enter text.
Click or tap to enter a date.

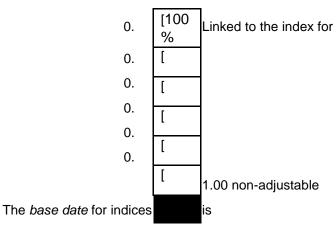
X1 Price Adjustment for Inflation

If Option X1 is The proportions used to calculate the Price Adjustment Factor are used Applies

Click or tap here to enter text. Click or tap here to enter text.







These indices are those prepared by

5th January 2022

The Royal Institute of Chartered Surveyors and published by the Building Cost Information Service

X2 Changes in the Law

If Option X2 is The law of the project is the law of England and Wales used

X5 Sectional Completion

If Option X5 is used The comple

The *completion date* for each *section* of the *services* is N/A *section* description

(1)	Click or tap here to enter text.
(2)	Click or tap here to enter text.
(3)	Click or tap here to enter text.
(4)	
(4)	Click or tap here to enter text.

completion date

Click or tap to	
enter a date.	
Click or tap to	
enter a date.	
Click or tap to	
Click or tap to enter a date.	

X7 Delay Damages

If Option X7 is used Delay damages for each *section* of the *service* are N/A with Option X5

section description

(1) Click or tap here to enter text.

(2) Click or tap here to enter text.

(3) Click or tap here to enter text.

amount per day

Click or tap here to enter
text.
Click or tap here to enter
text.
Click or tap here to enter
text.
Click or tap here to enter
text.
N/A





X8 Collateral warranty agreements

If Option X8 is

The collateral warranty agreements are:

used N/A

agreement reference third party

(1)

If requested by the Client be completion date for the who services, Mace shall provide maximum of three collateral warranties in the form of the set out in Schedule 10 of the Framework Agreement Click or tap here to enter

text.

(2)

Click or tap here to enter tex

Click or tap here to enter text.

The forms of the collateral

warranty agreements are attached to the Framework Agreement

X10 Employer's Agent

If Option X10 is

The Employer's Agent is:

used

N/A

Name Address

Click or tap here to enter text.

Click or tap here to enter

text

The authority of the Employer's Agent is

Click or tap here to enter text.

X12 Partnering

If Option X12 is used N/A

The Client is

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

The Client's objective is

Click or tap here to enter text.

The Partnering Information is in

Click or tap here to enter text.





X18 Limitation of liability

If Option X18 is used

The Consultant's liability to the Employer for indirect or consequential loss for all matters other than Cladding Claims is limited to

The Consultant's liability to the Employer for Defects that are not found until after the defects date is limited to

REDACTED in the aggregate

The Consultant's liability to the Employer for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claim is excluded

REDACTED in the aggregate

The end of liability date is twelve (12) years after Completion of the whole of the services. (6 for underhand)

X20 Key Performance Indicators

If Option X20 is used

The incentive schedule for Key Performance Indicator is in

A report of performance against each Key Performance Indicator is provided at intervals of

As per the framework

1 months

Y(UK)1 Project Bank Account

If Option The Employer is to pay any charges made and to be paid any interest paid by the Y(UK)1 is used project bank N/A and the Employer is to pay any charges made and is paid any interest paid by the project bank

Y(UK)3 The Contracts (Rights of Third Parties) Act 1999

If Y(UK)3 is used person or organisation Not applicable Click or tap here to enter text. Click or tap here to enter Click or tap here to enter text. Click or tap here to enter Click or tap here to enter text. text. If Options Y(UK)1 term Person or organisation and Y(UK)3 are both used Named Suppliers Not used





The additional *conditions of contract* are identified by the amendments, alterations, additions and deletions as contained herein apply and take priority over the standard form NEC Professional Services Contract Option G

Additional Z Clauses at the request of Department For Work And Pensions ("FINAL AGREED Scape Framework Clause on Records and New Z Clause on Invoicing Requirements" word doc.)

Z28.8 The Client and the Consultant shall exchange all orders, invoices, and payments via electronic methods.

Z28.9 The following information may be required independently from the Consultant in order to verify invoices and shall be provided before or at the same time that an invoice or other claim for payment is submitted by the Consultant to the Client:

records of any Time Charge or other charge determined by reference to staff rates, including in relation to any Task Order issued under time charges and/or where applicable in respect of compensation events. Such records shall be in the form of timesheets and/or such other evidence of time spent that the Client shall reasonably require and shall be broken down according to each Task to which they relate (including details of the specific Task to which each time entry relates); the Client reserves the right to request all records required under Clause 21 of the Agreement to evidence completion of relevant activities as detailed within The Client's Statement of Requirements and Scope as requested in the Task Order issued under fixed price, and shall be sent to the person or such replacement person that the Client shall notify.

Z28.10 Option G, 52.2 is deleted and replaced with the following: "The Consultant keeps accounts and records of his Time Charge and expenses and allows the Employer or any person authorised on behalf of the Employer to inspect them at any time within working hours. The Consultant shall ensure that Subcontractors and suppliers of the Consultant agree to the same term in their appointments."

Z29 Amendments to the Secondary Option Clauses – X11 (Termination by the Client)

Z29.2 New Option X11.3: insert new option: The amount due on termination pursuant to X11.1 includes the fee percentage applied to any excess of the value of authorised and instructed Task Orders as at the date of termination over the Price for Service Provided to Date.

1. General

11.2 (2) Add further bullet point:

• provided or procured all Collateral Warranties which the *Consultant* is then obliged under this contract to provide or procure 11.2(13) At the end of the sentence add:

'Appropriately spent excludes time.'

- spent on activities included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
- not justified by the Consultant's accounts and records,
- that should not have been paid to a Subconsultant or supplier in accordance with its contract,
- was incurred only because the Consultant did not
 - follow an acceptance or procurement procedure stated in the Scope,





- give an early warning which the contract required it to give or
- give notification to the *Employer* of the preparation for and conduct of an adjudication or proceedings of a tribunal between the *Consultant* and a Subcontractor or supplier and the cost of
- activities included under the Employer Proposed Appointment Charge of the Framework Agreement,
- · correcting Defects after Completion,
- correcting Defects caused by the Consultant not complying with a constraint on how it
 is to Provide the Service stated in the Scope,
- for staff not used to Provide the Service (after allowing for reasonable availability and utilisation) and
- preparation for and conduct of an adjudication or proceedings of the *tribunal* between the Parties.'
- 11.2(26) Insert a new clause 11.2(26):

'Framework Agreement' is the framework agreement between Scape Procure Limited and the *Consultant* dated 5th January 2021.

11.2(27) Insert a new clause 11.2(27):

Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the Consultant dated 5th January 2021.

11.2 (28) Insert a new clause 11.2(28) Data

Protection Legislation means

- i. the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/68) and any applicable national implementing laws as amended from time to time;
- ii. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and iii. all applicable law about the processing of personal data and privacy
- 11.2 (29) Insert a new clause 11.2(29)

Data Subject has the meaning given to it in the Data Protection Legislation.

11.2 (30) Insert a new clause 11.2(30)

Personal Data has the meaning given to it in the Data Protection Legislation.

11.2 (31) Insert a new clause 11.2 (31)

Cladding Claim shall mean any claim in respect of:

The combustibility of any Aluminium Composite Panels (and associated core/filler and insulation) which failed the BRE testing programme on behalf of The Department for Communities and Local Government in July and August 2017 or fails BS8414 test set out in the current Building Regulations.

12.4 Insert at the end:

'provided that Clauses 23 (Convictions), 29 (Statutory Requirements), 30 (Competition Law, Corrupt Gifts and Payments), 31 (Modern Slavery), 33 (Confidentiality and Freedom





of Information), 35 (Intellectual Property) and 37.11 (Miscellaneous: Whistle Blowing) of the Framework Agreement shall be deemed incorporated into this contract, mutatis mutandis, as if references to 'Scape' were to 'the Employer and references to the 'Agreement' were to 'the contract'.

12.5 Insert a new clause 12.5:

> 'A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it.'

13.9 Insert a new clause, 13.9

> 'The following communications shall be deemed to have no effect if made by electronic mail transmission:

- Any notification of a wish to terminate this contract or the employment of the Consultant under it
- Any notification by the Consultant of his intention to suspend performance of his obligations under this contract
- Any invoking by either party of the procedures applicable under this contract to the resolution of disputes or differences
- Any agreement between the parties amending the provisions of this contract' (Z Clause 13.10 may be deleted at the Employer's sole discretion).
- 14.1 Add after the final sentence:

'Notwithstanding any other provision of this contract, the terms 'acceptance', 'approval' or similar when used in the context of any acceptance or approval to be given by or on behalf of the Employer has the meaning 'acceptance of general principles only' and no such acceptance or approval shall diminish or relieve the Consultant from any of the Consultant's obligations or liabilities under this contract.'

Insert a new Clause 19: 19.

Data Protection

Both Parties will comply with all applicable requirements of the Data Protection Legislation. These clauses are in addition to, and does not relieve, remove or replace, each Party's obligations under the Data Protection Legislation. It is agreed that:

- 19.1. Without prejudice to the generality of clause 19.1, both Parties will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this agreement.
- 19.2. Without prejudice to the generality of clause 19.1, the Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under this agreement:
- 19.2.1. Process that Personal Data only on the written instructions of the *Employer* and only as required for the purpose of the performance of this agreement;
- 19.2.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Employer, to protect against unauthorised or unlawful processing of





Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 19.2.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 19.2.4. Not transfer any Personal Data outside of the European Economic Area;
- 19.2.5. Assist the *Employer*, at the *Consultant's* cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 19.2.6. Notify the *Employer* without undue delay on becoming aware of a Personal Data breach;
- 19.2.7. At the written direction of the *Employer*, delete or return Personal Data and copies thereof to the *Employer* on termination of the agreement; and
- 19.2.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Employer* or the *Employer*'s designated auditor.
- 19.3. The *Employer* does not consent to the *Consultant* appointing any third-party processor of Personal Data under this agreement.

2. The Parties' main responsibilities

- 21. Amend as follows:
- 21.2 Delete and replace with:

'The *Consultant's* obligation is to use (and warrant that it has used) all the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in providing services similar to the *service*.'

21.5 Insert a new Clause 21.5:

'The *Consultant* checks the Scope provided by the *Employer* and satisfies itself that its own provision of the *service*, including any proposals, designs and Scope or specification documents for a subsequent construction contract meet the *Employer's* Scope with no discrepancy. Where there is ambiguity, inconsistency or conflict between these documents the *Employer's* Scope will prevail'.

21.6 Insert a new clause 21.6:

'The *Consultant* performs the Service in accordance with relevant laws and regulations, statutory and other requirements ('Laws') and (to the extent that the *Consultant* can control the same) such that the product of the Service complies with all relevant Laws.'

24.5 Insert a new Clause 24.5:

'The Consultant, in relation to any subletting of any portion of the service:





- Procures that the relevant subcontract contains such obligations as necessary to
 ensure that it is in all respects compatible with the terms of this contract and, without
 limitation, steps down the obligation to use the degree of skill, care and diligence
 specified in this contract and that requires collateral warranties in favour of the
 Employer to be provided in the forms specified in the Framework Agreement and
 with any amendments as permitted by the Framework Agreement.
- Procures that all relevant subcontracts shall be executed and delivered as a deed
- Warrants each Subcontractor's compliance with this contract's Modern Slavery Act requirements
- Warrants that all Subcontractors are fully aware of their obligations under the CDM Regulations and are fully competent and are adequately resourced to meet those obligations
- Provides to the Employer a certified copy of any subcontract (save for particulars of the cost of such subcontract service unless other provisions of this contract or the Framework Agreement oblige the Consultant to disclose them)'

The *Consultant* does not appoint a subcontractor if there are compulsory grounds for excluding the subcontractor under regulation 57 of the Public Contracts Regulations 2015.' 24.6 Insert a new clause, 24.6

'The Consultant includes in any subcontract awarded by him provisions requiring that:

- payment due to the Subcontractor under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice unless the Framework Agreement required the *Consultant* to make earlier payment to the Subcontractor
- Invoices for payment submitted by the Subcontractor are considered and verified by the Consultant in a timely fashion
- Undue delay in considering and verifying invoices is not sufficient justification for falling to regard an invoice as valid and undisputed, and
- Any contract awarded by the Subcontractor for work included in this contract includes provisions to the same effect as these provisions.'

26 Add a new clause 26 as follows:

'The Consultant shall enter a novation agreement in the form specified in the Framework Agreement with the Employer's contractor within 14 days of being asked to do so in writing and shall, within 14 days of being provided with an engrossment, execute and return to the Employer the collateral warranty agreement in favour of the Employer, but with such amendments as the Consultant, Employer and Employer's contractor may agree, such agreement not to be unreasonably withheld or delayed.'

5. Payment

50.3 Insert at the end of the second bullet point:

'less expenses included in the Commercial Inclusions Tables from the Framework Agreement's Pricing Procedures,'

51.6 Insert a new clause as follows:





'In addition to any other legal rights and remedies of the *Employer*, whenever any sum of money is recoverable from or payable by the *Consultant* under this contract that sum may be deducted from any sum then due, or which at any time thereafter becomes due to the *Consultant* under this contract provided that the *Employer* notifies the *Consultant* in writing not later than three days before the final date for payment of the amount to be paid and the basis on which it is calculated.'

6. Compensation Events

63.10

At the end of the sentence add:

'Rates for subconsultant staff are calculated by applying the *Uplift Percentage* to the subconsultant's proposed rate. Unless the *Employer* otherwise agrees, proposed rates must not exceed the relevant regionally adjusted People Rates for the applicable role and seniority stated in the relevant table of the Framework Commercial Model. If the *Employer* and *Consultant* do not agree on the rate to be used, the *Employer* assesses the rate based on the *staff rates*. The agreed or assessed rate becomes the *staff rate* for that designation of person.'

63.19 Insert a new clause as follows:

The *Employer* and *Consultant* may agree rates or lump sums to assess the change to Prices or Prices for new items in the Task price list. If the *Employer* and *Consultant* do not agree on the rate or lump sum to be used, the *Employer* assesses the rate or lump sum based on the *staff rates*.

8. Indemnity insurance and liability

81.1 Amend the insurance table:

delete the words 'and care normally used by professionals' in the first insurance of the Insurance Table and replace with:

', care and diligence normally used by competent and appropriately qualified professionals experienced in'

83 Insert a new Clause 83:

83.1 Before the *starting date* and on each renewal of the insurance policy until the *defects date*, the *Consultant* submits to the *Employer* for acceptance certificates which state that the insurance required by the contract is in force. After the *defects date* and on each renewal of the insurance policy until the end of the periods stated in the Contract Data for which insurance is to be maintained, the *Consultant* submits to the *Employer* for acceptance certificates which state that insurance required by this contract is in force.

The certificates are signed by the *Consultant's* insurer or insurance broker. The *Employer* accepts the policies and certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities. The *Employer's* acceptance of an insurance certificate provided by the *Consultant* does not change the responsibility of *Consultant* to provide the insurances stated in the Contract Data.

The Parties comply with the terms and conditions of the insurance policies which they are a Party.





84 Insert a new Clause 84:

If the Consultant does not provide insurance

- The *Employer* may insure an event or liability which the contract requires the *Consultant* to insure if the *Consultant* does not submit a required certificate. The cost of this insurance to the *Employer* is paid by the *Consultant*.
- 85 Insert a new Clause 85:

Insurance by the *Employer*

- The *Employer* submits certificates for insurance provided by the *Employer* to the *Consultant* for acceptance before the *starting date* and afterwards as the *Consultant* instructs. The *Consultant* accepts the certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities.
- The Consultant's acceptance of an insurance certificate provided by the Employer does not change the responsibility of Employer to provide the insurances stated in the Contract Data.
- The Consultant may insure an event or liability which the contract requires the Employer to insure if the Employer does not submit a required certificate. The cost of this insurance to the Consultant is paid by the Employer.

9. Termination

90.5 Insert the following new clause: 90.5

'The Public Contracts Regulations 2015

90.5 The *Employer* may terminate the *Consultant's* obligation to Provide the Service if any of the provisions of regulation 73(1) of The Public Contracts Regulations 2015 apply.

The *Employer* may terminate the *Consultant's* obligation to Provide the Services if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.

If the *Employer* terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Consultant* at the Contract Date, the procedures and amounts due on termination are the same as if the *Consultant* has substantially failed to comply with his obligations.

If the *Employer* otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Employer no longer requires the services.

- 90.6 The Consultant does not appoint a Subconsultant or supplier if there are compulsory grounds for excluding the Subconsultant or supplier under regulation 57 of the Public Contracts Regulations 2015.
- 90.7 The Consultant includes in any subcontract awarded by him provisions requiring that
 - payment due to the Subconsultant or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the *Consultant* to make earlier payment to the Subconsultant or supplier,
 - invoices for payment submitted by the Subconsultant or supplier are considered and verified by the *Consultant* in a timely fashion, undue delay in considering and verifying





invoices is not sufficient justification for failing to regard an invoice as valid and undisputed and

 any contract awarded by the Subconsultant or supplier for work included in this contract includes provisions to the same effect as these provisions

X4 Parent Company Guarantee

Delete "Scope" in line 3 and insert "Framework Agreement Schedule 5" N/A

X7 Delay Damages

X7.1 The clause is deleted and replaced by the following.

'The Consultant pays delay damages at the rate stated in the Contract Data for each day from the Completion Date until the earlier of

- Completion and
- The date on which the Employer issues a termination certificate.

Option Y(UK)1: PROJECT BANK ACCOUNT

The secondary Option is deleted and replaced with

Defined terms

Y1.1

- (1) Joining Deed is an agreement in the form set out in the contract under which the Supplier joins the Trust Deed.
- (2) Named Suppliers are named suppliers and other Suppliers who have signed the Joining Deed.
- (3) The Payment Schedule is a list of payments to be made to the Consultant and Named Suppliers from the

Project Bank Account.

- (4) Project Bank Account is the account used to receive payments from the Employer and the Consultant and to make payments to the Consultant and Named Suppliers.
- (5) Project Bank Account Tracker is a register of all payments made to and from the Project Bank Account and the date each payment was made and is in the form stated in the Scope.
- (6) A Supplier is a person or organisation who has a contract to
- provide a service or
- provide a service to Provide the Service.
- (7) Trust Deed is an agreement in the form set out in the contract which contains provisions for administering the Project Bank Account.

Project Bank Account





Y1.2 The account holder establishes the Project Bank Account with the project bank within eight weeks of the

Contract Date.

Y1.3 Unless stated otherwise in the Contract Data, the Consultant pays any charges made and is paid any

> interest paid by the project bank. The charges and interest by the project bank are not included in the assessment of the amount due.

Y1.4 If the account holder is the Consultant, it submits to the Employer for acceptance details of the banking

> arrangements for the Project Bank Account. A reason for not accepting the banking arrangements is that

they do not provide for payments and inspections to be made in accordance with the contract. The

Consultant provides to the Employer copies of communications with the project bank in connection with the

Project Bank Account.

Named Suppliers

Y1.5 The Consultant includes in its contracts with Named Suppliers the arrangements in the contract for the

> operation of the Project Bank Account and Trust Deed. The Consultant informs the Named Suppliers it

> appoints, the details of the Project Bank Account and the arrangements for payment of amounts due under their contracts.

Y1.6 The Consultant submits proposals for adding a Supplier to the Named Suppliers to the Project Manager for

> acceptance. A submission includes the Suppliers stated in the Scope and other Suppliers requested by the

Contractor. A reason for not accepting a submission is that the addition of a Supplier does not comply with

the Scope. The Employer, the Consultant and the Supplier sign the Joining Deed after acceptance.

Payments

- Y1.7 Until the Project Bank Account is established, payment is made by the Employer to the Consultant.
- Y1.8 The Consultant shows in the application for payment the amounts due to Named Suppliers in accordance with their contracts.





Y1.9 Within the time set out in the banking arrangements to allow the project bank to make payment to the Consultant and Named Suppliers in accordance with the contract, the Consultant prepares □ the Payment Schedule, provides a copy to the Employer and provides the information in the Payment Schedule to the project bank, ☐ the Employer makes payment to the Project Bank Account of the amount which is due to be paid under the contract and ☐ the Consultant makes payment to the Project Bank Account of any amount which the **Employer has** informed the Consultant it intends to withhold from the certified amount and which is required to make payment to Named Suppliers. Y1.10 The Consultant notifies the Employer if the amount due to any Named Supplier stated in the Payment Schedule is different from that in the payment certificate and provides reasons for the change. Y1.11 If the account holder is the Consultant, it authorises payment in accordance with the Payment Schedule no later than one day before the final date for payment. Following payment, the Employer checks the amounts paid to the Named Suppliers by inspecting the Project Bank Account. Y1.12 If the account holder is the Parties, they jointly authorise payment in accordance with the Payment Schedule no later than one day before the final date for payment. Y1.13 Following authorisation, the Consultant and Named Suppliers receive payment from the **Project Bank** Account of the sums set out in the Payment Schedule as soon as practicable after the Project Bank Account receives payment. Y1.14 The Consultant updates the Project Bank Account Tracker and submits it to the Employer of any payment being made from the Project Bank Account. Y1.15 A payment which is due from the Consultant to the Employer is not made through the Project

Effect of Payment

Y1.16 Payments made from the Project Bank Account are treated as payments from the Employer to the Consultant in accordance with the contract. A delay in payment due to a failure of the

Bank Account.





Consultant to comply with the requirements of this clause is not treated as late payment under the contract.

Trust Deed

Y1.17 The Employer, the Consultant and named suppliers sign the Trust Deed within two weeks of the Contract Date.

Termination

Y1.18 If the Employer issues a termination certificate, no further payment is made into the Project Bank Account.

Y(UK)2: Housing Grants, Construction and Regeneration Act 1996

Y2.2, delete clause and replace with the following.

The date on which a payment becomes due is the later of the date of receipt by the Party

making payment of an invoice, issued in accordance with

these conditions of contract and

fourteen days after the assessment date.

The date on which the final payment becomes due is the later of the date of receipt by the

□ Party making payment of an invoice, issued in accordance with

these conditions of contract and

- o if the Employer makes an assessment after the defects date or the date the last Defect is corrected, six weeks after the defects date or the date the last Defect is corrected, whichever is the later,
- o if the Employer does not make an assessment after the defects date or the date the last Defect is corrected, two weeks after the Consultant issues its assessment or
- o if the Employer has issued a termination certificate, fifteen weeks after the issue of the certificate.

The final date for payment is seven days after the date on which payment becomes due, or a different period for payment if stated in the Contract Data.

X21 Information Modelling

Insert new Option X21: Information Modelling N/A

Defined terms

- 21.1 (1) The Information Execution Plan is the *information execution plan* or is the latest Information Execution Plan accepted by the *Employer*. The latest Information Execution Plan accepted by the *Employer* supersedes the previous Information Execution Plan.
 - (2) Project Information is information provided by the *Consultant* which is used to create or change the Information Model.
 - (3) The Information Model is the electronic integration of Project Information and similar information provided by the *Employer* and other Information Providers and is in the form stated in the Information Model Requirements.





- The Information Model Requirements are the requirements identified in the Scope for creating or changing the Information Model.
- Information Providers are the people or organisations who contribute to the Information Model and are identified in the Information Model Requirements.

Collaboration

X21.2 The Consultant collaborates with other Information Providers as stated in the Information Model Requirements.

Early Warning

X21.3 The Consultant and the Employer give an early warning by notifying the other as soon as either becomes aware of any matter which could adversely affect the creation or use of the Information Model.

Information execution plan

- X21.4 (1) If an Information Execution Plan is not identified in the Contract Data, the Consultant submits a first Information Execution Plan to the Employer for acceptance within the period stated in the Contract Data.
 - (2) Within two weeks of the Consultant submitting an Information Execution Plan for acceptance, the *Employer* notifies the *Consultant* of the acceptance of the Information Execution Plan or the reasons for not accepting it. A reason for not accepting an Information Execution Plan is that it does not comply with the Information Model Requirements or it does not allow the Consultant to Provide the Service.

If the Employer does not notify acceptance or non-acceptance within the time allowed, the Consultant may notify the Employer of that failure. If the failure continues for a further one week after the Consultant's notification, it is treated as acceptance by the Employer of the Information Execution Plan.

- The Consultant submits a revised Information Execution Plan to the Employer for acceptance within the period for reply after the Employer has instructed it to and when the Consultant chooses to.
- The Consultant provides the Project Information in the form stated in the (4) Information Model Requirements and in accordance with the accepted Information Execution Plan.

Compensation Events

X21.5 If the Information Execution Plan is altered by a compensation event, the Consultant includes the alterations to the Information Execution Plan in the quotation for the compensation event.

Use of information model

X21.6 The Employer owns the Information Model and the Consultant's rights over Project Information except as stated otherwise in the Information Model Requirements. The Consultant obtains from a Subcontractor equivalent rights for the Employer over information prepared by the Subcontractor. The *Consultant* provides to the *Employer* the documents which transfer these rights to the *Employer*.

Liability





X21.7 (1) The following are Employer 's liabilities.

- ☐ A fault or error in the Information Model other than a Defect in the Project Information. ☐ A fault in information provided by Information Providers other than the Consultant.
- (2) The Consultant is not liable for a fault or error in the Project Information unless it failed to provide the Project Information using the skill care and diligence normally used by competent and appropriately qualified professionals, experienced in providing information similar to the Project Information.





PART 2A: CONTRACT DATA PROVIDED BY THE CONSULTANT

Completion of the data in full is essential to create a complete contract.

1.		Generai
	Tho	Concultant

The Consultant is:

Name Mace Limited

Address for communication 155 Moorgate

London EC2M 6X

Telephone 020 3322 3000

E-mail address REDACTED

The key people are

(1) Name

Job

Responsibilities

Qualifications

Experience

(2) Name

Job

Responsibilities

Qualifications

Experience

The staff rates are:

name/designation

REDACTED

Associate Director

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Please refer to proposal or Task order

Click or tap here to enter text.

rate ***

See attached Rate Card within Section of the attached proposal "DWP Asset Condition Surveys and LCW Demand Plan Modelling-Surveying Mace Rev 3 Proposal"

See attached proposal for Rate Card, Forecast & Resource Plan for full breakdown





Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text.

Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text.

***[Unless the Employer agrees the charge must not exceed the equivalent, annually adjusted 'People Rate with expenses' from the Framework Commercial Model after adjustment for geographic location and appropriate Uplift Percentage.]

The following matters will be included in the Risk Register

Click or tap here to enter text.

Optional Staten	nents					
If the Consultant is to The completion date for the whole of the decide the completion services is date for the whole of the services			Click or tap here to enter text.			
If a programme is identified in the Con	The programme tract Data	Click or tap here to enter text.	identified in the Contract Data is			
If the Consultant any expenses	The expenses state		amount			
	All expenses identified in the Method of Operation**			NIL***		
	All expenses identified in the Framework Agreement's Pricing Procedures**			NIL***		
	Additional expenses and disbursements not includ in the Commercial Inclusions Table of the Framew Agreement Pricing Procedures			Click or tap here to enter text.		
Click or tap here to enter text.			Click or tap here to enter text.			
**[No expenses are to be included for Prime Core or Core Services covered as defined in the Framework						

Agreement and included in the Charges and Uplift Percentages within the Framework Commercial Model.]

If the Consultant requires additional access

The Employer provides access to the following persons, places and things access to access date

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Click or tap to enter a date. Click or tap to enter a date.

Click or tap to enter a date.





If Option G is used

The task schedule is

Task .001 Asset Condition Surveys

and LCW Demand

Plan Modelling

Employer Proposed Appointment Charge to be used in the task schedule is

£n/a***

The Uplift Percentage is

REDACTED

Z4 .0 Information Modelling

N/A

If Option Z4.0 is used

If no Information Execution Plan is identified in part two of the Contract Data

The period after that Contract Date within which the Consultant is to submit a first Information Execution Plan for acceptance is:

Click or tap here to enter text.

Y(UK)1 Project Bank Account

If Option Y(UK)1

The project bank is

is used

Not used

named suppliers are

Click or tap here to enter text.

^{**[}Must not exceed the rate stated with he Framework Commercial Model.]

Task

REDACTED

Total Excl VAT include the mandatory SCAPE levy, people costs and overhead.

£557,368.35

*Total Excl VAT include the mandatory SCAPE levy, people costs and overhead. *Fees based on 7.5hrs

^{*}Scape PSC Option G rate card

^{*}Scape Framework Rates: Estate Management and Asset Optimisation services *Fee include expenses as lump sum

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Classification - Public

7.5hrs

Scape Grade	Asseticom Grade	Mace Grade	3. Estate Mana Asset Optimisat	_
Category / Grade	Asseticom Grade	Mace Grade	with expenses	without expenses
Specialist/Expert	N/A	BUD	REDACTED	
Technical Director	Technical Director	Ops director		
Associate	Developer	Associate		
Principal Consultant	Life Cycle Cost Consultant	Senior Manager		
Senior Consultant	N/A			
Consultant	Survey Support / QA	Manager		
Senior Technician	Project Administrator	AM		
Graduate/Technician		Assistant		

REDACTED

.Classification - Public .Classification - Public

REDACTED

.Classification - Public

REDACTED

Classification - Public

Schedule of Requirements

A date for Survey Workshop to agree ways of working and reporting requirements FMS002 formatted asset list prior to survey commencement Floorplans with locations (building floor, room, areas) for each site Asset Tags

LCW Scoping templates

Clearance for access to server rooms

Clarification on Security Assets and their tags

Asbestos Registers per site

LCW Plan for each site

FRAs for each site

Reduced Asset Heirarchy

WRAs for each site

REDACTED



Employer Requirements

Provision of Asset Condition Surveys and LCW Demand Plan Modelling

Contract Schedule 1 - The Statement of Requirements and Scope

1. Background to the Employer

The Department for Work and Pensions (the Employer) is responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and customers.

The Employer delivers these services across England, Wales and Scotland (including the Orkney and Shetland Islands), across a diverse estate of c.1,000 buildings. This number is made up primarily of JobCentre Plus offices, but also includes Medical Examination Centres, National Insurance Number offices and back offices. The back office sites consist of hubs, and service centres, which are not open to the public. The DWP estate is geographically dispersed due to the high street nature of the JobCentre Plus and Medical Examination Centre portfolio, requiring local presence to serve customers.

2. Background to the Employer's Requirements

Prior to the 1st May 2022, the Department for Work and Pensions outsourced their asset condition survey program to their Integrator at that time, Sodexo. Due to the combination of the impact of covid and the transition of integrator services, a backlog of site asset condition surveys has accumulated. Since 1st May, the Department has been under-resourced in this team and now have a significant backlog of overdue site condition surveys.

3. The Employer's Requirements

The Employer is looking for the Company to carry out a number of asset condition surveys across the estate that are either currently overdue or due to be inspected prior to the end of March 2023. The Employer requires 115 sites (see appendix 1) to be subject to a condition assessment and asset validation exercise, as defined in 'Condition Survey and Asset Validation Procedure v002' (see appendix 2), by the end of February 2023.

The Consultant will be required to complete the following services:

- 1. Undertake an initial kick off meeting with the DWP Asset Manager (LCW/Surveying) and other members of the Asset Management Team to:
 - Agree the ways of working o Agree PPE requirements
 - Agree data templates and download/upload process o Agree the reporting and LCW scope templates o Agree the principles of cost estimate build up (rates, fees etc.) o Agree programme reporting requirements (weekly update on schedule and monthly update on findings, issues, risks and progress)

- Agree the process for submitting completed asset survey reports, data templates and photographs
- 2. Provide the Employer with a programme of site surveys demonstrating all 115 sites to be completed by the end of February 2023.
- 3. Carry out the asset validation and asset condition assessment of 115 sites, see appendix 1 for details.
- 4. Capture, asset tag and photograph any assets that are 'missing' from the existing asset database for the buildings and curtlidge and apply correct asset attributes and Life Cycle Works (LCW). Using the current full SFG20 as a scope of assets and asset types to be captured and recorded.
- 5. Delineate any duplicated 'N+1' system assets that perform the same duplicate function with in the system and therefore give redundancy and risk reduction and mitigation to the system (ie twin pump set but only one pump required for the system to run)
- 6. Perform 'Plant room inspections' to all plant, switch, boiler, and lift rooms and similar using the agreed 'Plant room inspection checklist' including photographs of any hazards and issues, and general room condition, as per appendix 3.
- 7. Maintain and update a shared list of 'no access' areas and rooms and provide a plan and date for gaining access and any return visits.
- 8. Complete site reports following the survey including details of missing asset attributes, photographs and the asset condition assessment details.
- 9. Identify any missing asset attributes from the CAFM system, record these when on site and provide an update via the agreed template to the Asset Analyst for inclusion in the update to the Supply Chain.
- 10. Provide weekly updates on the status of the site condition assessment programme.
- 11. For any assets whose condition is determined as C, CX or DX, the Consultant shall determine the optimum repair/replacement strategy, document the scope of work and provide an estimate of the cost of the works.
- 12. If, during the survey, it is identified that statutory obligations have been compromised/missed, the Consultant shall identify this as a priority to the Employer's representative.
- 13. If during the survey, it is identified that there is any kind of health and safety issue/risk, the Consultant shall identify this immediately with the onsite representative (for raising of a work order) and also report this to the Employer's representative.
- 14. Carry out a review of the LCW demand plan risk assessment/prioritisation tool used by DWP to determine the annual and 3 year LCW plan.
- 15. Provide an assessment of the suitability and effectiveness of the DWP LCW risk assessment/prioritisation tool including any recommendations for improvement in the approach, methodology and risk assessment profiling tool. This action is required to be complete by end of September 2022.

All site condition surveys will need to be completed by the Consultant by the end of February 2023. The review and assessment of the asset condition survey/LCW demand plan prioritisation tool is required to be completed by the end of September 2022.

The Consultant is expected to produce a proposal and activity program that details the activities that will be undertaken, taking the above activities into account and leveraging their own expertise to guide and form an agreed program with the Employer.

The Consultant shall provide regular reports and information relating to these services as required by the Employer. Reports may be required to:

- □ illustrate progress against agreed site condition survey programme;
- ☐ demonstrate whether the approved budget and cash-flow is being maintained; and
- ☐ identify those matters which require a decision from the Employer and where necessary, provide assistance for the Employer to make an informed decision on all such matters.

a. Site Visits:

The Consultant shall undertake site visits at agreed Sites, which will comprise non-intrusive review and assessment of different types of assets on the Employer's estate. This Consultant will be furnished with details of each site's asset register (in Excel format) for all sites undergoing condition assessment post contract award.

The Consultant is required to provide, for review and approval, risk assessment method statements for all activities to be undertaken by their site survey/inspection team.

Consultant Personnel undertaking site visits must comply with site access and key control and management requirements.

Consultant Personnel undertaking site visits must comply with the Employer's latest coronavirus policies and procedures, minimising contact with others as much as possible.

Consultant Personnel must be fully attuned to the Employer's business environment and the sensitive nature of the Employer's operations. When conducting site visits, Consultant Personnel must ensure photographs taken do not record identifiable images of other persons or elements of the Employer's operations beyond the scope of this Statement of Requirements.

b. Consultant Personnel Requirements

All Consultant Personnel must be professionally qualified and highly competent - having relevant technical expertise, qualifications and substantive experience in successfully undertaking asset verification/asset condition assessments.

The Employer requires that all Consultant Personnel employed, whether permanent or temporary, on the provision of the *services* are subject to the requirements of the HM Government Baseline Personnel Security Standard (BPSS).

Copies of the current HM Government Baseline Personnel Security Standard, providing further information regarding how each of these steps should be verified, can be found via the following link <u>Government Baseline Personnel Security Standard.</u> The Consultant is expected to arrange the BPSS checks at no additional charge.

All Consultant Personnel must comply with the Employer's Security Policy. The Consultant will only be expected to comply with those Security Policies and Standards that are applicable to their delivery model and technologies used.

The Consultant must be able to <u>immediately</u> (on contract award) resource this requirement with Consultant Personnel meeting the requirements of this section b).

4. Proposal

Please provide a proposal detailing how you will deliver these services meeting the Employer's requirements. The proposal should include (but not be limited to) the following:

- Up to two case studies of similar products and services the Consultant has most recently provided to other public sector and UK-based organisations;
- Details of the key personnel proposed to be used in delivering the services, including details of technical qualifications. The proposal should include an organogram, whether any of the key personal will be subcontractors, and CVs for those proposed, inclusive of location:
- Timescales to complete this work, specifying any dependencies or potential issues;
- A delivery plan, broken down into stages, showing proposed timelines and the number
 of staff you intend to deploy. Show how will you manage the project to ensure
 completion by your proposed end date. Include list of meetings, presentations that you
 will require with the Employer, together with meeting lengths;
- Details of data, information and any other input you will require from the Employer at each of these stages.
- A detailed commercial breakdown to be based on the following:
 - Fixed fee proposal for carrying out each individual site survey.
 - Fixed fee proposal for carrying out the review and assessment of the LCW risk assessment/prioritisation tool including identifying and implementing improvements to this tool.
 - Day rates/hourly rates for the development of LCW project scope of work documents and cost estimates for such works
 - Ad-hoc services:
 - Day rates for different staff grades
 - Hourly rates for different staff grades

Security **Estates** Technical Specialist Information & Data Analytics Helpdesk INSPIRED **Energy Bureau Furniture** Furniture (W) Wagstaff gleeds G₄S **McBains Projects** DENTONS LSS* **Property Legal** FM Security LLM** EPMS** Delivery

Figure 1: The Client's Estates Target Operating Model (ETOM)

Supply Chain position as of May 2022

ETOM Suppliers

Suppliers listed within Figure 1 are referred to by the Client as 'towers:'

- FM (Facilities Management): This tower includes the FM and LSS contracts, supplied by Mitie FM Ltd, the Client's Energy Bureau provided by Inspired Energy Plc and furniture, fittings and equipment (FFE) contracts, supplied by Southerns Broadstock Ltd and Wagstaff Interiors Group;
- Security: The security tower consists of several contracts for physical security guards and systems, supplied by G4S (SS) UK (G4S);
- Projects Delivery: This includes the providers of construction professional services listed in Table 3, as well as all providers of construction, fit-out and Lifecycle Works currently appointed on the Client's soon to expire 'Estate Jobcentre & Office Fit Out Contractor Framework,' shown in Table 4 and Figure 2 providers to be appointed in future from CCS Framework RM6088: Construction Works and Associated Services, as well as Frameworks available from Scape and Pagabo.
- Integrator, EPMS and LLM (Landlord and Lease Management): This tower includes the Integrator contract with KBR, the EPMS contract with Turner & Townsend and LLM supplied by Cushman and Wakefield Plc.

^{*}LSS - Life System Services

^{**}LLM – Lease and Landlord Management
***EPMS – Estates Programme Management Services

Annex 2 - Security Policy

1. GENERAL

The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Client's security requirements as set out in the Contract which include the requirements set out in this Annex 2 (the "Security Policy"). The Security Policy includes, but is not limited to, requirements regarding the confidentiality, integrity and availability of Client Assets, the Client's Systems Environment and the Consultant's Systems Environment.

Terms used in this Annex 2 which are not defined below shall have the meanings given to them in the Contract Data and/or clause Z1 (Interpretation and the law) of the Call Off Contract.

"Availability Test"	shall mean the activities performed by the Consultant to confirm the availability of any or all components of any relevant ICT system as specified by the Client. means the occurrence of:
"Breach of Security"	means the occurrence of.
	(I) any unauthorised access to or use of Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof);
	(II) the loss and/or unauthorised disclosure of any Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof);
	(III) any unauthorised event resulting in loss of availability of any Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems

	Environment (or any part thereof);
	(IV) any unauthorised changes or modification to any Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof).
"CHECK"	shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC.
"Client Assets"	mean any Client Devices and Client Data.
"Client Data"	means the data, guidance, specifications, instructions, toolkits, plans, databases, patents, patterns, models, design, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:- (i) supplied to the Consultant by or on behalf of the Client; or
	(ii) which the Consultant is required to generate, process, store or transmit pursuant to this contract.
"Client's Systems Environment"	means all of the Client's ICT systems which are or may be used for the provision of the services.

"Cloud"	shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.	
"Consultant's Systems Environment"	means any ICT systems provided by the Consultant (and any Sub-consultant) which are or may be used for the provision of the services.	
"Cyber Essentials"	shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.	
"Cyber Security Information Sharing Partnership" or "CiSP"	shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.	
"Client's Systems Environment"	means all of the Client's ICT systems which are or may be used for the provision of the services.	
"Good Security Practice"	a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National	

		Institute of Standards and
		Technology);
	b)	security standards and guidelines
		relating to Information Security (including generally accepted
		principles regarding the segregation
		of the duties of governance,
		implementation and control) provided
		to the general public or Information Security practitioners and
		stakeholders by generally recognised
		authorities and organisations; and
	c)	the Government's security policies,
		frameworks, standards and guidelines relating to Information
		Security.
"Information Security"	shall n	nean:
	a)	the protection and preservation of:
		i) the confidentiality, integrity and
		availability of any Client Assets,
		the Client's Systems Environment (or any part thereof) and the
		Consultant's Systems
		Environment (or any part thereof);
		ii) related properties of information including, but not limited to,
		authenticity, accountability, and
		non-repudiation; and
	b)	compliance with all Law applicable to
		the processing, transmission, storage and disposal of Client Assets.
		·
"Information Security Manager"		nean the person appointed by the latent with the appropriate experience,
		rity and expertise to ensure that the
		ultant complies with the Security Policy.

"Information Security	shall mean the set of policies, processes and
Management System ("ISMS")"	systems designed, implemented and maintained by the Consultant to manage Information Security Risk as specified by ISO/IEC 27001.
"Information Security Questionnaire"	shall mean the Client's set of questions used to audit and on an ongoing basis assure the Consultant's compliance with the Security Policy. The Information Security Questionnaire is the Security Management Plan.
"Information Security Risk"	shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.
"ISO/IEC 27001, ISO/IEC 27002 and ISO 22301	shall mean
	a) ISO/IEC 27001; b) ISO/IEC 27002/IEC; and c) ISO 22301
	in each case as most recently published by the International Organization for Standardization or its successor entity (the "ISO") or the relevant successor or replacement information security standard which is formally recommended by the ISO.
"NCSC"	shall mean the National Cyber Security Centre or its successor entity (where applicable).

"PCI DSS"	shall mean a simulated attack on any Client Assets, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof). shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the "PCI").
"Risk Profile"	shall mean a description of any set of risk. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.
"Security Test"	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.
"Security Policies"	mean the Client's Security Policies published by the Client from time to time and shall include any successor, replacement or additional Security Policies. The Security Policies are set out in Annex A.
"Security Policies and Standards"	mean the Security Policies and the Security Standards
"Security Standards"	mean the Client's Security Standards published by the Client from time to time and shall include any successor, replacement or additional Security Standards. The Security Standards are set out in Annex B.

"Tigerscheme"	shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.
"Vulnerability Scan"	shall mean an ongoing activity to identify any potential vulnerability in any Client Assets, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof).

1.1 Reference to any notice to be provided by the Consultant to the Client shall be construed as a notice to be provided by the Consultant to the Client.

2. PRINCIPLES OF SECURITY

2.1 The Consultant shall at all times comply with the Security Policy and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

3. ISO/IEC 27001 COMPLIANCE AND AUDIT

- 3.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with ISO/IEC 27001 in relation to the *services* during the Contract.
- 3.2 The Consultant shall appoint an Information Security Manager and shall notify the Client of the identity of the Information Security Manager on the *starting date* and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.
- 3.3 The Consultant shall ensure that it operates and maintains the Information Security Management System during the *service period* and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:
 - a) a scope statement (which covers all of the Services provided under this Contract);
 - b) a risk assessment (which shall include any risks specific to the Services);
 - c) a statement of applicability;
 - d) a risk treatment plan; and
 - e) an incident management plan in each case as specified by ISO/IEC 27001.

The Consultant shall provide the Information Security Management System to the Client upon request within 10 Working Days from such request.

- 3.3A If the Consultant reasonably considers that it is not reasonably commercially possible for it to comply with paragraphs 3.1 and 3.3 of this Schedule by the start of the service period, the Consultant shall:
 - a) give written notice to the Client to inform it of the same and complete, in cooperation with the Client, the Information Security Questionnaire within 5 working days of being notified by the Client that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract in accordance with paragraph 6.1 of this Schedule;
 - b) provide to the Client, for its consideration, within 10 working days of being notified by the Client that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract:
 - a proposed action plan (including a timetable) indicating how the Consultant will become compliant with paragraphs 3.1 and 3.3 of this Schedule and the dates by which they can reasonably become compliant (assuming the Consultant uses all reasonable endeavours to do so) ("Proposed ISO27001 Action Plan"); and
 - ii. its proposed Information Security Management System that mitigates the failure to comply with paragraphs 3.1 and 3.3 of this Schedule as far as reasonably commercially possible and which is otherwise compliant with the requirements of this Schedule ("**Proposed ISMS**"),

and the Consultant shall make such amendments to the Proposed ISO27001 Action Plan and the Proposed ISMS that the Client shall consider necessary in the interests of complying with this Schedule and managing Information Security Risk. Upon the Client being satisfied with the Proposed ISO27001 Action Plan and Proposed ISMS (following implementation of such amendments it considers necessary) it shall notify the Consultant, upon which they shall become the "ISO27001 Action Plan" and "Interim ISMS" respectively;

- use all reasonable endeavours to become compliant with paragraphs 3.1 and 3.3
 of this Schedule as soon as possible and in any event shall become compliant by
 no later than the dates set out in the ISO27001 Action Plan; and
- d) operate and maintain the Proposed ISMS until such time as the Interim ISMS is approved, upon which it will operate and maintain the Interim ISMS, as modified from time to time pursuant to the implementation of the ISO27001 Action Plan. Any breach of this paragraph 3.3A constitutes a substantial failure to comply with the Consultant's obligations under the Contract.
- 3.4 The Consultant shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Client.

3.5 Notwithstanding the provisions of paragraph Error! Reference source not found. to paragraph Error! Reference source not found., the Client may, in its absolute discretion, notify the Consultant that it is not in compliance with the Security Policy and provide details of such non-compliance. The Consultant shall, at its own expense, undertake those actions required in order to comply with the Security Policy within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Security Policy

within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a substantial failure by the Consultant to comply with his obligations.

4. CYBER ESSENTIALS SCHEME

- 4.1 The Consultant shall, and shall procure that any Sub-Consultant (as applicable) shall, obtain and maintain certification to Cyber Essentials (the "Cyber Essentials Certificate") in relation to the Services during the *service period*. The Cyber Essentials Certificate shall be provided by the Consultant to the Client annually on the dates as agreed by the Parties.
- 4.2 The Consultant shall notify the Client of any failure to obtain, or the revocation of, a Cyber Essentials Certificate within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Certificate during the service period after the first date on which the Consultant was required to provide a Cyber Essentials Certificate in accordance with paragraph Error! Reference source not found. (regardless of whether such failure is capable of remedy) shall constitute a substantial failure by the Consultant to comply with his obligations.
- 4.3 If the Consultant reasonably considers that it is not reasonably commercially possible for it to obtain certification to Cyber Essentials by the start of the *service period*, the Consultant shall:
 - a) give written notice to the Client to inform it of the same and complete, in cooperation with the Client, the Information Security Questionnaire within 5 working days of being notified by the Client that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract in accordance with paragraph 6.1 of this Schedule;
 - b) provide to the Client, for its consideration, within 10 working days of being notified by the Client that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract, a proposed action plan

(including a timetable) indicating how certification to Cyber Essentials will be obtained and the date by which it will be obtained (assuming the Consultant uses all reasonable endeavours to do so) ("**Proposed CEP**

Action Plan") and the Consultant shall make such amendments to the Proposed CEP Action Plan that the Client shall consider necessary in the interests of complying with this Schedule and managing Information Security Risk. Upon the Client being satisfied with the Proposed CEP Action Plan (following implementation of such amendments it considers necessary) it shall notify the Consultant, upon which it shall become the "CEP Action Plan"; and

c) use all reasonable endeavours to obtain certification to Cyber Essentials soon as possible and in any event shall become compliant by no later than the dates set out in the CEP Action Plan.

Any breach of this paragraph 4.3 constitutes a substantial failure to comply with the Consultant's obligations under the Contract.

5. RISK MANAGEMENT

- 5.1 The Consultant shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the *service period* which includes standards and processes for the assessment of any potential risks in relation to the *services* and processes to ensure that the Security Policy is met (the **Risk Assessment**). The Consultant shall provide the Risk Management Policy to the Client upon request within 10 Working Days of such request. The Client may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Security Policy. The Consultant shall, at its own expense, undertake those actions required in order to implement the changes required by the Client within one calendar month of such request or on a date as agreed by the Parties.
- 5.2 The Consultant shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the threat landscape or (iii) at the request of the Client. The Consultant shall provide the report of the Risk Assessment to the Client, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Consultant shall notify the Client within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.
- 5.3 If the Client decides, at its absolute discretion, that any Risk Assessment does not meet the Security Policy, the Consultant shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.

- 5.4 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, cooperate with the Client in relation to the Client's own risk management processes regarding the *services*.
- 5.5 For the avoidance of doubt, the Consultant shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph Error!

 Reference source not found. Any failure by the Consultant to comply with any requirement of this paragraph Error! Reference source not found. (regardless of whether such failure is capable of remedy), shall constitute a substantial failure by the Consultant to comply with his obligations.

6. SECURITY AUDIT AND ASSURANCE

- 6.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, complete the information security questionnaire in the format stipulated by the Client (the "Information Security Questionnaire") at least annually or at the request by the Authority. The Contractor shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.
- 6.2 The Consultant shall conduct Security Tests to assess the Information Security of the Consultant's Systems Environment and, if requested, the Client's Systems Environment. In relation to such Security Tests, the Consultant shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the Client's System Environment or (iii) at the request of the Client which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Client. The Consultant shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Consultant shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Client in its absolute discretion.
- 6.3 The Client shall be entitled to send an agent appointed by it, or such other person it shall reasonably require to witness the conduct of any Security Test. The Consultant shall provide to the Client notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4 Where the Consultant provides code development services to the Client, the Consultant shall comply with the Security Policy in respect of code development within the Consultant's Systems Environment and the Client's Systems Environment.

- 6.5 Where the Consultant provides software development services, the Consultant shall comply with the code development practices specified in the Statement of Requirements and Scope or in the Security Policy.
- 6.6 The Client, or an agent appointed by it, may undertake Security Tests in respect of the Consultant's Systems Environment after providing advance notice to the Consultant. If any Security Test identifies any non-compliance with the Security Policy, the Consultant shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Client at its absolute discretion. The Consultant shall provide all such co-operation and assistance in relation to any Security Test conducted by the Client as the Client may reasonably require.
- 6.7 The Client shall schedule regular security governance review meetings which the Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, attend.

7. PCI DSS COMPLIANCE AND CERTIFICATION

- 7.1 Where the Consultant obtains, stores, processes or transmits payment card data, the Consultant shall comply with the PCI DSS.
- 7.2 The Consultant shall obtain and maintain up-to-date attestation of compliance certificates ("AoC") provided by a qualified security assessor accredited by the PCI and up-to-date self-assessment questionnaires ("SAQ") completed by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the "PCI Reports"), during the *service period*. The Consultant shall provide the respective PCI Reports to the Client upon request within 10 Working Days of such request.
- 7.3 The Consultant shall notify the Client of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

8. SECURITY POLICIES AND STANDARDS

8.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.

- 8.2 Notwithstanding the foregoing, the Security Policy applicable to the services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. The Client may issue instructions to the Consultant to comply with any amended Security Policy as required by the Client, provided that where such amended Security Policy increases the burden on the Consultant pursuant to this contract, the novation shall be a compensation event.

 Accordingly a new clause 60.1(14) shall be added that reads "An amendment to a Security Policy pursuant to paragraph 8.2 of Contract Schedule 8 occurs which increases the burden on the Consultant pursuant to this Contract".
- 8.3 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1 The Consultant may become a member of the Cyber Security Information Sharing Partnership in accordance with the recommendations by the NCSC during the *service period*. The Consultant may participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 9.2 Where the Consultant becomes a member of the Cyber Security Information Sharing Partnership, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Consultant's Risk Management Policy.

ANNEX A - CLIENT SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

https://www.gov.uk/government/publications/dwp-procurement-security-policies-andstandards unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Physical Security Policy
- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy

- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy
- k) Privileged Users Security Policy
- I) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls May 2018 (published on https://www.gov.uk/government/publications/hmg-personnel-securitycontrols)
- p) NCSC Secure Sanitisation of Storage Media
 (published on https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media)
 ANNEX B SECURITY STANDARDS

The Security Standards are published on:

https://www.gov.uk/government/publications/dwp-procurement-security-policies-andstandards:

- a) SS-001 Part 1 Access & Authentication Controls
- b) SS-001 Part 2 Privileged User Access Controls
- c) SS-002 PKI & Key Management
- d) SS-003 Software Development
- e) SS-005 Database Management System Security Standard
- f) SS-006 Security Boundaries
- g) SS-007 Use of Cryptography
- h) SS-008 Server Operating System
- i) SS-009 Hypervisor
- j) SS-010 Desktop Operating System
- k) SS-011 Containerisation
- SS-012 Protective Monitoring Standard for External Use
- m) SS-013 Firewall Security
- n) SS-014 Security Incident Management
- o) SS-015 Malware Protection
- p) SS-016 Remote Access

- q) SS-017 Mobile Devices
- r) SS-018 Network Security Design
- s) SS-019 Wireless Network
- t) SS-022 Voice & Video Communications
- u) SS-023 Cloud Computing
- v) SS-025 Virtualisation
- w) SS-027 Application Security Testing
- x) SS-028 Microservices Architecture
- y) SS-029 Securely Serving Web Content
- z) SS-030 Oracle Database aa) SS-031 Domain Management
- bb) SS-033 Patching

Annex 4 - The Employer's Expenses Policy

DWP Travel, Accommodation and Expenses Policy (Sept 21 policy)

- 1. The following principles and guidance are extracted from the Buyers expenses policy and are only intended to be a summary of the key areas and further guidance can be provided by the Buyer upon request from the Supplier, as the policy may change from time to time.
- 2. When making a claim for any payment the Supplier shall provide the Buyer with reasonably requested documentary evidence of actual expenditure to support the claim.
- 3. Supplier resources / Contractors can claim expenses for business travel and accommodation where they have to make a journey to another DWP office or to an official meeting not on DWP premises. Claims for meals / subsistence cannot be made as Supplier resources / contractor day rates are deemed sufficient to cover such costs. Contractors cannot make claims for any meals.

HOTEL ACCOMODATION

Eligibility

- 1. You can stay overnight in hotel accommodation for a maximum of 30 nights.
- 2. Hotel accommodation should only be booked for the actual nights you stay in the accommodation and will not be payable during any absence from work or time away from the accommodation unless you are off sick and:
 - are certified medically unfit to travel; or
 - you have a short period of illness of 3 days or less and no appreciable savings would be made if you returned home during your illness.
- 3. Hotel accommodation can only be used for the night of your last day of duty if you were unable to return to your home by 20:00 hours and subsequently stayed a further night.

4.

HOTEL ROOM EXPENDITURE LIMITS

The following regional maximum expenditure limits are in place:

Overnight stay
0 7

London	£130
Rest of the country (except London)	£80

RAIL TRAVEL

- 1. First Class rail travel is not permitted. Economy class only.
- 2. Restricted/Advance Purchase tickets must be booked for your journey. As well as being the cheapest option this will also ensure that you have a definite train booked and a seat for your journey(s). 'Anytime' tickets should only be purchased where they are the cheapest available ticket.

TAXIS

1. Staff must always consider whether travelling by taxi is a necessity, having considered alternative travel methods, business needs, sustainability issues and increased public scrutiny of expenses and cost.

1

When Can I use a Taxi?

- 2. Taxis can only be used where one of the following applies:
- Heavy luggage has to be handled
- · A taxi can be shared with colleagues and there is a saving over public transport costs
- There is no suitable method of public transport
- It is necessary due to a long term health problem
- There is a risk to personal safety
- Exceptionally, the saving of official time is important
- 3. You can only use a taxi where the fare will be under £50 per person per journey. There are no exceptions to this limit and the limit overrides the authorised use reasons above. You cannot claim reimbursement for any tips or gratuities.

AIR TRAVEL (including International Air Travel)

Key Policy Points

- 1. Business journeys must only be booked when meeting in person is essential.
- Air travel can be authorised where, taking into account the full cost and duration of the journey including travel to/from the airport, and potential overnight stays saved, it offers better value for money than alternative methods.

- 3. The cheapest ticket which meets the travel requirements must be purchased. In most circumstances this will be an Advance or Fixed ticket.
- 4. Flights within the UK must be Economy class. When you are flying overseas and flight is less than
- 2.5 hours you must travel in economy class
- 5. When you are flying overseas and the flight is over 2.5 hours you should agree the most appropriate class of travel taking into account the requirement to spend responsibly and protect the reputation of the department.
- 6. Business Class tickets and any tickets costing more than £1,000 should not be booked without prior approval from the Permanent Secretary. You must not book 1st class tickets in any circumstances
- 7. You must not request lounge access unless this is specifically approved as a necessity, after giving consideration to the extra cost and the actual amount of working time intending to spend in the lounge.

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Annex 2 - Security Policy

1. GENERAL

The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Client's security requirements as set out in the Contract which include the requirements set out in this Annex 2 (the "Security Policy"). The Security Policy includes, but is not limited to, requirements regarding the confidentiality, integrity and availability of Client Assets, the Client's Systems Environment and the Consultant's Systems Environment.

Terms used in this Annex 2 which are not defined below shall have the meanings given to them in the Contract Data and/or clause Z1 (Interpretation and the law) of the Call Off Contract.

"Availability Test"	shall mean the activities performed by the
	Consultant to confirm the availability of any
	or all components of any relevant ICT
	system as specified by the Client.

"Breach of Security"	means the occurrence of:	
	 (I) any unauthorised access to use of Client Data, the Clien Systems Environment (or ar part thereof) or the Consulta Systems Environment (or ar part thereof); 	t's ny nt's
	(II) the loss and/or unauthorised disclosure of any Client Data Client's Systems Environme any part thereof) or the Consultant's Systems Environment (or any part thereof);	a, the
	(III) any unauthorised event result in loss of availability of any of Data, the Client's Systems Environment (or any part the or the Consultant's Systems Environment (or any part thereof);	Client ereof)
	(IV) any unauthorised changes of modification to any Client Da	
	the Client's Systems Enviror (or any part thereof) or the Consultant's Systems Environment (or any part thereof).	nment
"CHECK"	shall mean the scheme for authorised penetration tests which scheme is man by the NCSC.	aged
"Client Assets"	mean any Client Devices and Client Da	ta.

"Client Data"	means the data, guidance, specifications, instructions, toolkits, plans, databases, patents, patterns, models, design, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:- (i) supplied to the Consultant by or on
	behalf of the Client; or (ii) which the Consultant is required to generate, process, store or transmit pursuant to this contract.
"Client's Systems Environment"	means all of the Client's ICT systems which are or may be used for the provision of the services.
"Cloud"	shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.
"Consultant's Systems Environment"	means any ICT systems provided by the Consultant (and any Sub-consultant) which are or may be used for the provision of the services.
"Cyber Essentials Plus"	shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect
	themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
"Cyber Security Information Sharing Partnership" or "CiSP"	shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.

"Client's Systems Environment"	means all of the Client's ICT systems which are or may be used for the provision of the services.
"Good Security Practice"	shall mean:
	a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);
	b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and
	c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.

"Information Security"	shall mean:
	a) the protection and preservation of:
	 i) the confidentiality, integrity and availability of any Client Assets, the Client's Systems Environment (or any part thereof) and the Consultant's Systems Environment (or any part thereof); ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and b) compliance with all Law applicable to the processing, transmission, storage and disposal of Client Assets.
"Information Security Manager"	shall mean the person appointed by the Consultant with the appropriate experience, authority and expertise to ensure that the Consultant complies with the Security Policy.
"Information Security	shall mean the set of policies, processes and
Management System ("ISMS")"	systems designed, implemented and maintained by the Consultant to manage Information Security Risk as certified by ISO/IEC 27001.
"Information Security	shall mean the Client's set of questions used
Questionnaire"	to audit and on an ongoing basis assure the Consultant's compliance with the Security Policy. The Information Security Questionnaire is the Security Management Plan.
"Information Security Risk"	shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.

"ISO/IEC 27001, ISO/IEC 27002 and ISO 22301	shall mean
and 130 22301	a) ISO/IEC 27001; b) ISO/IEC 27002/IEC; and c) ISO 22301 in each case as most recently published by the International Organization for Standardization or its successor entity (the "ISO") or the relevant successor or replacement information security standard which is formally recommended by the ISO.
"NCSC"	shall mean the National Cyber Security Centre or its successor entity (where applicable).
"Penetration Test"	shall mean a simulated attack on any Client Assets, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof).
"PCI DSS"	shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the "PCI").
"Risk Profile"	shall mean a description of any set of risks. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.
"SSAE 16"	shall mean the Statement on Standards for Attestation Engagements (SSAE) No. 16 as most recently published by the American Institute of Certified Public Accountants or its successor entity ("AICPA") or the relevant successor or replacement standard which is formally recommended by the AICPA.
"Security Test"	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.

"Security Policies"	mean the Client's Security Policies published by the Client from time to time and
	shall include any successor, replacement or additional Security Policies. The Security Policies are set out in Annex A.
"Security Policies and Standards"	mean the Security Policies and the Security Standards
"Security Standards"	mean the Client's Security Standards published by the Client from time to time and shall include any successor, replacement or additional Security Standards. The Security Standards are set out in Annex B.
"Tigerscheme"	shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.
"Vulnerability Scan"	shall mean an ongoing activity to identify any potential vulnerability in any Client Assets, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof).

1.1 Reference to any notice to be provided by the Consultant to the Client shall be construed as a notice to be provided by the Consultant to the Client.

2. PRINCIPLES OF SECURITY

2.1 The Consultant shall at all times comply with the Security Policy and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

3. ISO/IEC 27001 COMPLIANCE AND AUDIT

- 3.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, obtain and maintain certification with ISO/IEC 27001 (the "ISO Certificate")_in relation to the *services* during the Contract.
- 3.2 The ISO Certificate shall be provided by the Consultant to the Client on the dates as agreed by the Parties.
- 3.3 The Consultant shall appoint:
 - a. an Information Security Manager; and
 - b. a deputy Information Security Manager who shall have the appropriate experience, authority and expertise to deputise for the Information Security Manager when s/he is on leave or unavailable for any period of time. The Consultantshall notify the

Client of the identity of the Information Security Manager on the *starting date* and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.

- 3.4 The Consultant shall ensure that it operates and maintains the Information Security Management System during the *service period* and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:
 - a) a scope statement (which covers all of the Services provided under this Contract);
 - b) a risk assessment (which shall include any risks specific to the Services);
 - c) a statement of applicability;
 - d) a risk treatment plan; and
 - e) an incident management plan in each case as specified by ISO/IEC 27001.

The Consultant shall provide the Information Security Management System to the Client upon request within 10 Working Days from such request.

3.3A

3.5 The Consultant shall notify the Client of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the initial notification of failure or revocation to the Client or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate during the service period after the first date on which the Consultant was required to provide the ISO Certificate in accordance with paragraph 3.1 (regardless of whether such failure is capable of remedy) shall constitute a substantial failure to comply with the

Consultant's obligations under the Contract.

- 3.6 The Consultant shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Client.
- 3.7 Notwithstanding the provisions of paragraph Error! Reference source not found. to paragraph Error! Reference source not found., the Client may, in its absolute discretion, notify the Consultant that it is not in compliance with the Security Policy and provide details of such non-compliance. The Consultant shall, at its own expense, undertake those actions required in order to comply with the Security Policy within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Security Policy within the required timeframe (regardless of whether such failure is capable of remedy) shall

constitute a substantial failure by the Consultant to comply with his obligations.

4. CYBER ESSENTIALS PLUS SCHEME

- 4.1 The Consultant shall, and shall procure that any Sub-Consultant (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the "Cyber Essentials Plus Certificate") in relation to the Services during the *service period*. The Cyber Essentials Plus Certificate shall be provided by the Consultant to the Client annually on the dates as agreed by the Parties.
- 4.2 The Consultant shall notify the Client of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Plus Certificate during the service period after the first date on which the Consultant was required to provide a Cyber Essentials Plus Certificate in accordance with paragraph Error! Reference source not found. (regardless of whether such failure is capable of remedy) shall constitute a substantial failure by the Consultant to comply with his obligations.

4.3

5. RISK MANAGEMENT

- 5.1 The Consultant shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the *service period* which includes standards and processes for the assessment of any potential risks in relation to the *services* and processes to ensure that the Security Policy is met (the **Risk Assessment**). The Consultant shall provide the Risk Management Policy to the Client upon request within 10 Working Days of such request. The Client may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Security Policy. The Consultant shall, at its own expense, undertake those actions required in order to implement the changes required by the Client within one calendar month of such request or on a date as agreed by the Parties.
- 5.2 The Consultant shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the threat landscape or (iii) at the request of the Client. The Consultant shall provide the report of the Risk Assessment to the Client, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Consultant shall notify the Client within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.

- 5.3 If the Client decides, at its absolute discretion, that any Risk Assessment does not meet the Security Policy, the Consultant shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.
- 5.4 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, co-operate with the Client in relation to the Client's own risk management processes regarding the *services*.
- 5.5 For the avoidance of doubt, the Consultant shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph Error! Reference source not found. Any failure by the Consultant to comply with any requirement of this paragraph Error! Reference source not found. (regardless of whether such failure is capable of remedy), shall constitute a substantial failure by the Consultant to comply with his obligations.

6. SECURITY AUDIT AND ASSURANCE

- 6.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, complete the information security questionnaire in the format stipulated by the Client (the "Information Security Questionnaire") at least annually or at the request by the
 - Authority. The Contractor shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.
- 6.2 The Consultant shall conduct Security Tests to assess the Information Security of the Consultant's Systems Environment and, if requested, the Client's Systems Environment. In relation to such Security Tests, the Consultant shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the Client's System Environment or (iii) at the request of the Client which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Client. The Consultant shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Consultant shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Client in its absolute discretion.
- 6.3 The Client shall be entitled to send an agent appointed by it, or such other person it shall reasonably require to witness the conduct of any Security Test. The Consultant shall provide to the Client notice of any Security Test at least one month prior to the relevant Security Test.

- 6.4 Where the Consultant provides code development services to the Client, the Consultant shall comply with the Security Policy in respect of code development within the Consultant's Systems Environment and the Client's Systems Environment.
- 6.5 Where the Consultant provides software development services, the Consultant shall comply with the code development practices specified in the Statement of Requirements and Scope or in the Security Policy.
- 6.6 The Client, or an agent appointed by it, may undertake Security Tests in respect of the Consultant's Systems Environment after providing advance notice to the Consultant. If any Security Test identifies any non-compliance with the Security Policy, the Consultant shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Client at its absolute discretion. The Consultant shall provide all such co-operation and assistance in relation to any Security Test conducted by the Client as the Client may reasonably require.
- 6.7 The Client shall schedule regular security governance review meetings which the Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, attend.

7. PCI DSS COMPLIANCE AND CERTIFICATION

- 7.1 Where the Consultant obtains, stores, processes or transmits payment card data, the Consultant shall comply with the PCI DSS.
- 7.2 The Consultant shall obtain and maintain up-to-date attestation of compliance certificates ("AoC") provided by a qualified security assessor accredited by the PCI and up-to-date self-assessment questionnaires ("SAQ") completed by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the "PCI Reports"), during the *service period*. The Consultant shall provide the respective PCI Reports to the Client upon request within 10 Working Days of such request.
- 7.3 The Consultant shall notify the Client of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

8. SECURITY POLICIES AND STANDARDS

- 8.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.
- 8.2 Notwithstanding the foregoing, the Security Policy applicable to the services may be subject to change following certain events including, but not limited to, any relevant

change in the delivery of the Services. The Client may issue instructions to the Consultant to comply with any amended Security Policy as required by the Client, provided that where such amended Security Policy increases the burden on the Consultant pursuant to this contract, the novation shall be a compensation event. Accordingly a new clause 60.1(14) shall be added that reads "An amendment to a Security Policy pursuant to paragraph 8.2 of Contract Schedule 1 occurs which increases the burden on the Consultant pursuant to this Contract".

8.3 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1 The Consultant shall be a member of the Cyber Security Information Sharing Partnership in accordance with the recommendations by the NCSC during the service period. The Consultant shallparticipate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 9.2 The Consultant shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Consultant's Risk Management Policy.

ANNEX A - CLIENT SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

https://www.gov.uk/government/publications/dwp-procurement-security-policies-andstandards unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Physical Security Policy
- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy
- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy

- k) Privileged Users Security Policy
- I) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls May 2018 (published on https://www.gov.uk/government/publications/hmg-personnel-securitycontrols)
- p) NCSC Secure Sanitisation of Storage Media (published on https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media)

ANNEX B - SECURITY STANDARDS

The Security Standards are published on:

https://www.gov.uk/government/publications/dwp-procurement-security-policies-andstandards:

- a) SS-001 Part 1 Access & Authentication Controls
- b) SS-001 Part 2 Privileged User Access Controls
- c) SS-002 PKI & Key Management
- d) SS-003 Software Development
- e) SS-005 Database Management System Security Standard
- f) SS-006 Security Boundaries
- g) SS-007 Use of Cryptography
- h) SS-008 Server Operating System
- i) SS-009 Hypervisor
- j) SS-010 Desktop Operating System
- k) SS-011 Containerisation
- SS-012 Protective Monitoring Standard for External Use
- m) SS-013 Firewall Security
- n) SS-014 Security Incident Management
- o) SS-015 Malware Protection
- p) SS-016 Remote Access
- q) SS-017 Mobile Devices
- r) SS-018 Network Security Design
- s) SS-019 Wireless Network
- t) SS-022 Voice & Video Communications
- u) SS-023 Cloud Computing
- v) SS-025 Virtualisation
- w) SS-027 Application Security Testing
- x) SS-028 Microservices Architecture
- y) SS-029 Securely Serving Web Content
- z) SS-030 Oracle Database aa) SS-031 Domain Management
- bb) SS-033 Patching